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COURT OF APPEALS  
DIVISION II

2015 APR 13 PM 1:26

STATE OF WASHINGTON

BY \_\_\_\_\_  
DEPUTY

No. 46571-0-II

IN THE COURT OF APPEALS  
OF THE STATE OF WASHINGTON  
DIVISION II

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PORT OF KINGSTON,

Respondent,

v.

ROB BREWSTER and BETH BREWSTER,  
KINGSTON ADVENTURES, LLC,

Appellants.

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**APPELLANTS' REPLY BRIEF**

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pm 4-11-15

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## I. ARGUMENT

### A. **The Port Has Not Established a Contractual Basis for Attorney Fees.**

The Port characterizes the award of attorney fees in this case as a matter of trial court discretion. Response, at 26 (“This Court should affirm Judge Forbes’ reasonable exercise of her discretion in awarding fees to the Port”). That is not the correct legal standard. Interpretation of a written contract – and in particular, a boilerplate provision in a standard form agreement, which is not subject to extrinsic evidence – is a question of law, reviewed de novo on appeal.<sup>1</sup>

The contracts relied upon by the Port provide in part:

In any action or proceeding for the collection of any sums which may be payable hereunder, Lessee agrees to pay the Port a reasonable sum for the Port’s expenses and attorney’s fees. [See Appendix B, ¶ 4]

This provision was, needless to say, drafted by the Port’s attorneys. Presumably, the reason the Port adopted a narrow attorney fee provision – applying only to actions for the collection of sums due under the lease – was because: 1) attorney fee clauses are necessarily reciprocal;<sup>2</sup> and 2) the Port did not want to be subject to liability for attorney fees for general claims arising under its lease agreements. Instead, it wanted to limit the

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<sup>1</sup> See *Washington State Major League Baseball Stadium Pub. Facilities Dist. v. Huber, Hunt & Nichols-Kiewit Const. Co.*, 176 Wn.2d 502, 517, 296 P.3d 821, 829 (2013); *Nunez v. Am. Bldg. Maint. Co. W.*, 144 Wn. App. 345, 350, 190 P.3d 56, 58 (2008).

<sup>2</sup> RCW 4.84.330.

right to attorney fees to situations where it was most likely to be useful and favorable to the landlord – *i.e.*, *actions to collect rent*. Having made that choice, the Port should not be able to rely on a tortured interpretation of the attorney fee provision to recover fees in a different context.<sup>3</sup>

This was not an action to collect rent. The tenant had not failed to pay rent, and was not behind on its rent. The Complaint did not assert that the tenant owed any rent. CP 5-6. In fact, the Complaint did not assert that the tenant had breached any provision of any lease agreement. *Id.* The premise of the Port’s unlawful detainer action was that the tenant did not *have* a lease agreement – because the parties had not been able to agree upon the terms – and, therefore, the Port was entitled to possession. *See* Response, at 22 (“The Port did not bring a for-cause eviction; it simply gave the Brewsters notice that it was terminating their tenancy”).

The Port nevertheless argues that this was a collection action because, at the conclusion, it obtained a judgment in the amount of \$451, and “*the leases allowed the Port to recover its attorney’s fees in any action in which it collected sums owed under the leases.*” Response, at 26.

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<sup>3</sup> *See Hindquarter Corp. v. Prop. Dev. Corp.*, 95 Wn.2d 809, 815, 631 P.2d 923, 926 (1981) (“The terms of the lease authorized attorney’s fees only for curing defaults, and the award of fees should reflect only those services rendered toward that end”); *Belfor USA Grp., Inc. v. Thiel*, 160 Wn.2d 669, 671, 160 P.3d 39, 40 (2007) (contract authorizing “attorneys fees incurred in the collection of this agreement” did not authorize fees on motion to compel arbitration).

That is not what the leases say. And the only reason the Port was able to obtain a money judgment was because, after it initiated the unlawful detainer action, it declined to accept tenant's tender of rent. *See* CP 208, 209 ("The Port is not accepting rental payment from Kingston Adventures due to notice to terminate tenancy issued May 19, 2014"). It would be manifestly unfair to construe the Port's adhesion contract to allow the Port to bootstrap a right to recovery attorney fees into any action, at its option, by declining to accept a rental payment prior to the entry of judgment.

The Port's failure to collect rent in this case was a *result* of the legal action, and not the cause of it; if the Port had not initiated the action, no additional sums would have been owed. Therefore, this was not an action for the collection of sums due under the lease.

The contract language at issue here is not ambiguous. To the extent that the court finds any ambiguity, then the agreement should be construed in the tenant's favor.<sup>4</sup> Either way, as a matter of law, the Port was not entitled to recover attorney fees in this case.

**B. Resolution of Fact Questions Concerning the Personal Liability of the Brewsters was not a "Useless Formality."**

Throughout this proceeding, Appellants Beth and Rob Brewster have consistently asserted that they were not proper defendants in this

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<sup>4</sup> *Viking Bank v. Firgrove Commons 3, LLC*, 183 Wn. App. 706, 713, 334 P.3d 116, 120 (2014).

action, and not subject to personal liability for any judgment.<sup>5</sup> The Port's Response mainly ignores this issue, and fails to explain or justify the trial court's rulings on this point below.

**1. The Parties' Relationship was Governed by the Business Use Agreement.**

The essential chronology is undisputed. Appellant Beth Brewster leased a single boat storage space for personal use in 2010. In 2011, Ms. Brewster formed a business, Kingston Adventures LLC, and entered into a Business Use Agreement with the Port. The Business Use Agreement was unambiguous as to the identity and relationship of the parties: "*Business shall rent available spaces from the Port at its small watercraft facility, and Port will rent available spaces to business upon the following terms and conditions.*" See Appendix A, attached. The "Business," in this context, was defined as Kingston Adventures, LLC. *Id.* The Business Use Agreement further specified that it was "*an integrated document containing all of the agreements of the parties.*" *Id.*, § II.I.

From that point forward, there was no question that Kingston Adventures, LLC was operating as the tenant in the leased space. Kingston Adventures paid the rent, and it openly and publicly operated its business in the space. CP 427. The Port participated in promotional

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<sup>5</sup> See, e.g., Appellants' Opening Brief, at 34; CP 140-41; 142-43; 148-53; 362; 394-5; 426-31; 453-55; 481-2.

activities with Kingston Adventures; it approved forms in the name of Kingston Adventures; it sent invoices to a Kingston Adventures e-mail account. *See* CP 428-30. After April 2011, neither Beth nor Rob Brewster used any space for personal use. *Id.*<sup>6</sup>

**2. The Port Has Created Confusion as to the Brewsters' Role in this Matter.**

While the identity of the tenants may appear confusing now, the confusion has been generated by the Port. The Port's business practice was to keep forms for individual moorage assignments on file, and unilaterally strike and add language as tenants and assignments changed over time. *See* CP 116. When Kingston Adventures needed to add or change space, Beth Brewster would call Scott Coulter; Mr. Coulter or other Port staff would later take a form from the file, add notations, and put it back. *Id.* Every lease agreement relied upon by the Port was recycled in this manner, with interlineations for changing berth assignments. CP 125-32. There is no showing that these changes were ever reviewed, initialed, or executed by any tenant, in any capacity.

In fact, at some point, the Port actually *changed the form of the agreements*. The "Small Watercraft Facility Lease Agreement" became a

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<sup>6</sup> That the parties were operating under the Business Use Agreement, and not the moorage lease agreements relied upon by the Port, is also evident in the parties' conduct. The BUA, at II.B, provided for 2 parking spaces, "[r]egardless of the number of spaces rented." The Small Watercraft Facility Agreements provided, at ¶ 12, "one parking permit per leased slip." CP 126. The Port provided a total of 2 parking spaces (not 4, or 8) after 2011. *See* CP 428.



“Moorage Agreement,” with materially different terms. Compare CP 125, CP 126. There is no indication that any Defendant ever even saw a “Moorage Agreement.” Mr. Coulter simply filled out form agreements in the name of “Rob and Beth Brewster,” unilaterally signed the documents in his own name, and put them in the file. *See* CP 125, 129, 131, 132. Whether this was done before or after this action was initiated is unclear.

The premise for individual liability is that when these ersatz “agreements” were formed, “the Brewsters” were leasing space for their own account. In a self-serving declaration after the fact, Mr. Coulter asserts that “Beth and Rob Brewster” leased various spaces, that “Beth and Rob Brewster previously executed a commercial use agreement with the Port,” etc. CP 115-17. In fact, the commercial use agreement explicitly identified Beth and Rob Brewster as *agents* for the *tenant*, Kingston Adventures LLC. CP 123-24. Mr. Coulter’s reference to the tenant as “the Brewsters” is, at best, a colloquialism, standing in for a fact. One could substitute “Kingston Adventures LLC” for “the Brewsters” throughout his declaration; it would certainly be no less accurate.

The Port’s Complaint for Unlawful Detainer compounded this confusion by treating “the Brewsters” and “Kingston Adventures” as interchangeable. The case caption refers to “Rob Brewster and Beth Brewster ... d/b/a Kingston Adventures, LLC,” and the Complaint

likewise referred to the tenants as “Rob and Beth Brewster, doing business as Kingston Adventures.” CP 5. But “Kingston Adventures” was not merely a “d/b/a.” It was an active corporation in good standing, which was identified, in its corporate capacity, as the tenant under the integrated Business Use Agreement. CP 119-24.<sup>7</sup>

As the action developed, the Port’s rationale for treating “the Brewsters” as defendants remained murky. The Port asserted that “*Mr. and Mrs. Brewster are in violation of their lease agreements because they continue to operate their commercial paddleboard and kayak rental business (Kingston Adventures LLC) out of the Port without a valid commercial use agreement as required.*” CP 415; *see also* CP 416 (“*Beth and Rob Brewster continue to operate Kingston Adventures LLC out of the Port*”). As an argument for personal liability, this is problematic. If what Mr. and Mrs. Brewster were doing was operating Kingston Adventures LLC, then it is hard to conclude that they were acting in their individual capacity.

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<sup>7</sup> The Port’s Response Brief continues this approach, consistently referring to Kingston Adventures, LLC as “the Brewsters.” *See* Response, at 6, n. 2. This is often materially misleading. For example, the Port asserts that “Mr. Brewster repeatedly demonstrated his agreement to the leases by paying the rent owed under them.” Response, at 21. In fact, after the parties began operating under the Business Use Agreement in May 2011, all rental payments were made by Kingston Adventures, LLC, from its business account. CP 427. The citation for the foregoing statements in the Response, CP 116, simply reflects that Mr. Brewster “delivered the rental payments,” not that he paid them in his personal capacity.

It is perhaps understandable that the Port would err on the side of inclusiveness in its pleadings, in order to conclusively resolve the issue of possession as to all potential tenants. But the Port reached too far when it attempted to impose liability on the Brewsters individually, without the benefit of any trial or fact finding.

3. **The Trial Court Erred in Entering Judgment Against the Brewsters in a Summary Proceeding, without Resolving Their Factual Defenses.**

Defendants vigorously asserted below that they were entitled to a trial as to their individual liability on the lease agreements, among other issues, prior to entry of any judgment. CP 140-41; 142-43; 148-53; 362; 394-5; 426-31; 453-55; 481-2. The court ultimately concluded that no trial was necessary on this point, because trial would be a “useless formality.” CP 472.

The court’s essential rationale was as follows:

- “*One or more defendants*” had entered into lease agreements and business use agreements dating back to 2010. CP 470, ¶4.
- “As of the filing of the Complaint, the business use agreements had expired.” *Id.*
- “The only agreements in place were the lease agreements, each of which contained a 30-day termination clause.” *Id.*
- “Under the lease agreements, *the Defendants* could not use the property for commercial purposes without permission of the Plaintiff.” *Id.*

- “Without a renewed business use agreement in place, *the Defendants* nevertheless continued to operate a commercial business on the Plaintiffs’ property.” CP 471, ¶ 6.
- “Accordingly ... *the Defendants* were in breach of the lease agreements at the time that the Notice to Vacate was issued by Plaintiff.” CP 473, ¶ e. [Emphasis added throughout]

What the court did here, for all intents and purposes, was to pierce the corporate veil, without entry of findings that would support that result.<sup>8</sup> The Brewsters were not parties to the Business Use Agreement, or the moorage assignments thereunder. Expiration of the Business Use Agreement, if it expired, did not transform the tenant from a corporation to an individual. At the very least, as counsel argued very emphatically below, there were issues of fact as to “who are the proper defendants?” CP 394-95. The trial court erred in ignoring these questions, and accepting the Port’s invitation to enter a collective judgment as to all defendants.

In sum, there was ample – indeed overwhelming – evidence that the tenant occupying the property in this case was Kingston Adventures LLC, and not the Brewsters. To the extent that any additional rent, damages, or attorney fees were due, those were the responsibility of the tenant, and not the Brewsters individually. If the Port wanted to hold the

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<sup>8</sup> See *Columbia Asset Recovery Grp., LLC v. Kelly*, 177 Wn. App. 475, 486, 312 P.3d 687, 693 (2013).

Brewsters liable, there should have been a fact finding hearing. The court's abrupt resolution of this issue on the pleadings was indeed an "irregularity"; trial on this point would not have been a "useless formality."

## II. CONCLUSION

For the reasons stated herein and in the Appellants' Opening Brief, the trial court erred in entering judgment below, and in declining to vacate that judgment in the face of sound factual defenses.

DATED this 9<sup>th</sup> day of April, 2015.

LAW OFFICE OF CARL J.  
MARQUARDT, PLLC

By: 

Carl J. Marquardt  
WSBA #23257

Attorney for Respondents

## BUSINESS USE AGREEMENT

### KINGSTON ADVENTURES, LLC

COME NOW the PORT OF KINGSTON, a Washington public port (hereinafter "Port") and KINGSTON ADVENTURES, LLC, a Washington State limited liability company (hereinafter "Business"), who recite and agree as follows:

#### I. RECITALS

A. Business wants to store kayaks, paddleboards and similar small watercraft at the Port for use in its watercraft rental business.

B. Port wants to make space available to Business in its small watercraft facility but must impose additional terms and conditions to those contained in the Lease Agreement it utilizes with individual small watercraft owners.

C. Business is willing to accept the additional obligations imposed by the Port to facilitate its operation.

NOW, THEREFORE, for and in consideration of the mutual benefit to be derived herefrom, the adequacy of which is acknowledged by each party, or its authorized agent, affixing his or her signature hereto, the parties make and enter into the following:

#### II. AGREEMENTS

A. Business shall rent available spaces from the Port in its small watercraft facility, and Port will rent available spaces to business upon the following terms and conditions.

BUSINESS USE AGREEMENT  
(KINGSTON ADVENTURES, LLC)  
c:\fin\wise.d\port\kingston adventures.spr

-1-

EXHIBIT A-1

1. Rental Amount. The initial monthly rental shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per space, in the small watercraft facility. The rental amount is subject to adjustment from time to time by action of the Port Commissioners upon thirty (30) day's notice.

2. Berth Rental. To obtain a berth location, Business will pay for the first and last month of the lease term in advance, with the rent for the last month being held as a deposit pending termination of the lease and settlement of all charges due. Failure to pay rent and other charges on time will result in the loss of berth assignment and may result in other actions by the Port as described herein.

3. Berth Changes. the Port reserves the right to change berth assignments as necessary for the efficient operation of the Small Watercraft Launch and Storage Facility and for other causes. In the event of such changes, Business shall receive a new berth assignment.

4. Default. In the event that Business fails to pay rent or other charges, which are accrued in favor of the Port, or Business otherwise violates the provisions of this Agreement, the Port may, without any advance notice, take possession of Business's boats, and retain such possession at the Marina or elsewhere until charges then owing, and charges which shall thereafter accrue, are fully paid, and any and all other violations of the Agreement have been cured. In addition, or as an alternative, the Port may, on thirty (30) day's written notice delivered to Business's address stated in this Agreement, unless the violations

recited in the notice have been cured within that time, terminate Business's right to further moorage under this Agreement, but without prejudice to the Port's right to collect rent until such time as the Business's boats are removed from the Marina. The remedies thus provided herein are in addition to, and are not in lieu of, any other rights which the Port may have by virtue of federal, state and local statutes, ordinances and law. In any action or proceeding for the collection of any sums which may be payable hereunder, Business agrees to pay to the Port a reasonable sum for the Port's expenses and attorney's fees.

5. Waiver of Responsibilities. The Port is providing Business with storage space for its boats, is not accepting possession or control of them as a bailee, and shall not be liable or responsible in any manner for their safe keeping or condition, or for the safe keeping of any equipment and/or furnishings left at the small watercraft facility. It is further agreed that the relationship between the parties is limited to that of Lessee and Lessor.

6. Compliance With Laws and Regulations. Business agrees to comply with all applicable federal, state and local laws, statutes and ordinances, and all rules, regulations and special instructions issued by the Port or its agents.

7. Assignment and Use of Berth. Business shall not assign or transfer this Agreement or any interests therein without the prior written permission of the Port.

B. Regardless of the number of spaces rented, Business shall be entitled only to the following:



1. Two (2) parking spaces.
2. Two (2) gate keys for which a \$10.00 per key deposit is required.
3. Two (2) keys for the bathroom located on the South side of the

Marina near the trailer boat launch ramp.

C. Business shall post no signs on Port property without advance written permission from the Port Commissioners or their designee.

D. Business shall take appropriate measures to instruct its customer that (1) they shall not land on private beaches without the beach owner's consent; and (2) they shall comply with all applicable rules of the road (COLREGS).

E. Business shall instruct its customers regarding the Port's Rules and Regulations, as well as the safe operation and use of its small watercraft. Personal floatation devices shall be worn by customers at all times while operating small watercraft.

F. Business will repair or pay for the repair of any damage done to Port property or the property of other tenants by its employees, agents or customers.

G. Business hereby releases Port from any claim it may now have or hereafter obtain for any damage done to or suffered by it or its equipment stored on Port property. Business additionally agrees to hold Port harmless from any claims or causes of action that customers or third parties may now have or hereafter obtain for any personal injury, property damage or other loss suffered while on or about Port property, or while utilizing services or products provided by Business unless such injury or damage was caused solely by the negligence of the Port or its employees.

H. During the term of this Agreement and any extension of it, Business shall maintain a comprehensive general liability (CGL) insurance policy, or similar coverage reasonably acceptable to the Port, with limits of not less than one million dollars per occurrence and two million dollars general aggregate. Port shall be an additional named insured on such policy and shall be provided with a Certificate of Insurance at least annually regarding such coverage. Coverage shall not be subject to cancellation or reduction in limits without thirty (30) day's advance written notice to Port.

I. This is an integrated document containing all of the agreements of the parties.

J. Port's designated agent for receiving notice is:

Kevin Van Vliet  
Harbormaster, Port of Kingston  
PO Box 559  
25864 Washington Blvd. NE  
Kingston, WA 98346  
(360)297-3545

Businesses' designated agents for receiving notices are:

Beth Brewster and Rob Brewster  
26050 Illinois Avenue, Ste B  
Kingston, WA 98346

K. The term of this Agreement shall be twelve (12) months from the date upon which it is executed by the Port Commissioners.

DATED this 26<sup>th</sup> day of January, 2011.

PORT OF KINGSTON:

By:



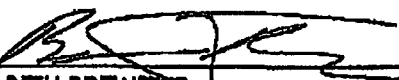
MARC BISSONNETTE, Commissioner

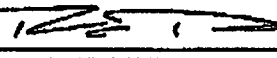
BUSINESS USE AGREEMENT  
(KINGSTON ADVENTURES, LLC)  
at/for/visa/for/kingston adventures.org

By:   
THOMAS COULTAS, Commissioner

By:   
PETE DEBOER, Commissioner

**KINGSTON ADVENTURES, LLC:**

By:   
BETH BREWSTER

By:   
ROB BREWSTER

## PORT OF KINGSTON MOORAGE AGREEMENT

The Port of Kingston (the "Port") hereby leases to the undersigned owner ("Lessee") berth space at the Port's Kingston Marina ("Marina") for the boat designated below on the following terms and conditions:

1. **Reserved Berth Rental** - To obtain a berth location you must show valid Coast Guard Registration for vessel in assigned berth. Charges for the first and last months of the lease term shall be paid in advance, the rental for the last month being held as a deposit pending termination of the lease and settlement of all monies due. Failure to pay rental or all other charges on time in accordance with this Agreement will result in loss of berth and may result in other actions by the Port as outlined below in Paragraph 4.

2. **Berth Changes** - The Port reserves the right to change berth assignments as necessary for the efficient operation of the Marina or for other causes. In the event of such changes, Lessee's paying for the reserved berth pursuant to Paragraph 1 above shall receive a new berth as nearly comparable in location to their former berth as is available.

3. **Utilities & Services** - Lessee agrees to pay for all electricity and other utilities or services which shall be furnished to his boat at the established rates provided by the then applicable schedule of rates posted by the Port or, if not covered by such a posted schedule, as established by the Port's Manager.

4. **Default** - In the event that Lessee does not pay, as herein provided, the rentals and or other charges which are accrued in favor of the Port, or Lessee otherwise violates the provisions of this Agreement, the Port may, without any advance notice, take possession of his boat, its tackle, apparel, fixtures, equipment, and furnishings and retain such possession at the Marina or elsewhere until all charges then owing, and all charges which shall thereafter have accrued are fully paid, and any and all other violations of the Agreement have been cured. In addition, or as an alternative, the Port may, on thirty days written notice delivered to Lessee's address stated in this Agreement, unless the violations recited in the notice have been cured within that time, terminate Lessee's right to further moorage under this Agreement, but without prejudice to the Port's right to collect rental and utility charges under this Agreement until such time as the vessel is removed from the Marina. The remedies thus provided herein are in addition to, and are not in lieu of, any other rights which the Port may have by virtue of Federal, State and local Statutes, Ordinances and Law. In any action or proceeding for the collection of any sums which may be payable hereunder, Lessee agrees to pay to the Port a reasonable sum for the Port's expenses and attorney's fees.

5. **Waiver of Responsibility** - It is mutually agreed that the Port does not accept Lessee's boat for storage and shall not be liable or responsible in any manner for its safe keeping or condition, or for the safe keeping and condition of its tackle, apparel, fixtures, equipment and/or furnishings. It is further agreed that the relationship between the parties is that of Lessee and Lessor, and that the Port will not be liable or responsible for any personal injuries suffered by Lessee or his agents or invitees arising from any cause upon the Marina premises or adjacent thereto.

6. **Compliance with Laws and Regulations** - Lessee agrees to comply with all applicable Federal, State and local Laws, Statutes and Ordinances, and all rules, regulations and special instructions issued by the Port's Manager or his agents. Receipt of Port Rules and Regulations is acknowledged.

7. **Assignment and Use of Berth** - Lessee shall not assign or transfer this Agreement or any interests therein, or use it for any commercial purpose, without the prior written permission of the Port's Manager.

8. **Occupancy Requirements** - Lessee must occupy berth assigned nine (9) months of each calendar year. Any exceptions must have the prior written permission of the Port Commission. All vessels must show current registration sticker or documentation and must be seaworthy and be able to move under its own power.

9. **Sublease Regulations** - Lessee may sublease berth assigned 90 days per calendar year. Lessee must pay Port in advance for duration of sublease. Port Harbormaster must be notified and vessel to occupy slip must have liability insurance and must be registered with the Port office.

10. **Term** - This Agreement shall become effective on the date stated below and shall continue until terminated by either party giving thirty (30) days written notice of termination to the other. Time is of the essence in the Agreement.

11. **Entire Agreement Amendments** - This constitutes the entire agreement between the parties. No modifications or amendments of this Agreement shall be valid unless in writing and signed by both parties; however, the Port does have the right to update its rules and regulations as needed.

Tenant's Name: <u>Betha Ray Brown</u>		Telephone #'s: _____	
Address: _____		Email Address: _____	
City: _____	State: _____	Zip Code: _____	
Boat Name and/or Registration Number: _____		Length: _____	Beam: _____
Boat Make: _____	Fuel type: _____	Capacity: _____ (gallons)	
(Port Office will fill out information to follow)			
Berth Assigned: <u>K-03</u>	Monthly Rate: <u>25.00 + 4.34</u>	(Rates subject to change)	
Date of Occupancy: <u>5-1-2013</u>	Fees Paid First Month: _____	Security Deposit: _____	

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Approved by Port: [Signature]

EXHIBIT A-2

2015 APR 13 PM 1:26

STATE OF WASHINGTON

CERTIFICATE OF SERVICE

BY \_\_\_\_\_  
DEPUTY

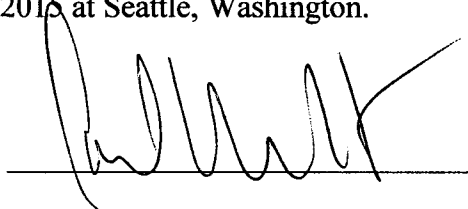
The undersigned declares under penalty of perjury, under the laws  
of the State of Washington, that the following is true and correct:

That on April 10, 2015, I served the foregoing Appellants' Reply

Brief to the court and to the parties to this action as follows:

Office of the Clerk Court of Appeals – Division II 950 Broadway, Suite 300 Tacoma WA 98402	<input type="checkbox"/> Facsimile <input type="checkbox"/> Messenger <input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> E-file
Carrie E. Eastman Sanchez, Mitchell, Eastman & Cure, PSC Attorneys at Law The Spinnaker Building 4110 Kitsap Way, Suite 200 Bremerton, WA 98312-2401	<input type="checkbox"/> Facsimile <input type="checkbox"/> Messenger <input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> E-file
Howard M. Goodfriend Smith Goodfriend, P.S. 1619 8 <sup>th</sup> Avenue North Seattle, WA 98109	<input type="checkbox"/> Facsimile <input type="checkbox"/> Messenger <input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> E-file

Dated this 9<sup>th</sup> day of April, 2015 at Seattle, Washington.



Carl J. Marquardt (WSBA No. 23257)